

Estherville-Lincoln Central CSD

Education Assn.

7/1/2006 6/30/2007

**MASTER CONTRACT**

Between

**ESTHERVILLE LINCOLN CENTRAL  
EDUCATION ASSOCIATION**

and

**ESTHERVILLE LINCOLN CENTRAL  
COMMUNITY SCHOOL DISTRICT**

For

**2006-2007**

**School Year**

**Estherville, Iowa**

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PUBLIC EMPLOYMENT  
RELATIONS BOARD

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## **ARTICLE ONE: RECOGNITION**

The Board of Directors of the Estherville Lincoln Central Community School District recognizes the Estherville Lincoln Central Education Association as the exclusive bargaining representative for the employees of the Estherville Lincoln Central Community School District in the following bargaining unit:

INCLUDED: Professional employees: classroom teachers, guidance counselors, media specialists, special needs teachers and Title I teachers; full-time and part-time school nurses; associate instructors and ESL instructors.

EXCLUDED: Professional Employees: Superintendent, administrative assistant, elementary, middle and senior high school principals and assistant principals.

Non-Professional Employees: Clerical, maintenance, cafeteria, transportation personnel and teacher aides.

## **ARTICLE TWO: WAGES**

### **A. Associate Instructors - Wages for 2006-2007**

Associate Instructors shall be paid according to the salary schedule set forth below. The Board reserves the right to set the initial salary based upon prior work experience, training, education and professional license.

<u>Experience Step</u>	
0	\$12.85/Hour
1	\$13.10/Hour
2	\$13.35/Hour
3	\$13.60/Hour
4	\$13.85/Hour
5	\$14.10/Hour
6	\$14.35/Hour
7	\$14.60/Hour
8	\$14.85/Hour
9	\$15.10/Hour

Associate instructors shall be contracted on a basis of student days plus required inservice training days. In addition, there will be five paid holidays (Labor Day, President's Day, Thanksgiving Day, Christmas Day, and Good Friday.)

An associate instructor must work a minimum of six hours per day in order to be eligible for the school district's hospitalization and medical-surgical group insurance, optical insurance and dental insurance coverage. However, all associate instructors will be provided the same long-term disability and term life insurance coverage which is provided other employees under this master contract irrespective of the number of hours per day each works.

Associate instructors, with the appropriate certification, will be eligible for transfer under *Article Seven: Transfer Procedures*.

Associate instructors who are laid off shall be eligible for recall under *Article Ten: Procedures for Staff Reduction*, except that they are only eligible for recall as an associate instructor.

As of the 2004-2005 school year, certified teachers, serving as ELL associate instructors, who have earned the state's ELL endorsement, will be paid according to Schedule A.

## B. Nurses - Wages for 2006-2007

1. Nurses shall be paid according to the salary schedule set forth below unless said nurses hold a BAN or a BSN degree. Such nurses shall be paid according to Schedule A in this contract. The board reserves the right to set the initial salary based upon prior work experience, training, education and professional or occupational licenses. Step 1 shall be 67% of the Hiring Base with increments at 67% of the dollar value of increments.

<u>STEP</u>	<u>AMOUNT</u>
1	\$ 15,410
2	16,103
3	16,797
4	17,490
5	18,184
6	18,877
7	19,571
8	20,264
9	20,958
10	21,651
11	22,345
12	23,038

2. An employee shall receive a Fractional Step in the amount equal to three (3%) percent after three years on the top step, six (6%) percent after six years on the top step, nine (9%) percent after 9 years on the top step of the schedule. This fractional step will be calculated based on Step 1 and will be paid each year after becoming eligible and shall be in addition to any increase generated by increases in the base pay.

## C. Teacher Salary Schedule

1. The wages and salaries reflected in Schedule A shall be a part of the master contract for the 2006-2007 school year.
2. Individual contracts shall be modified to reflect qualified lane changes due to increased educational credit attainment once every year effective at the beginning of the school year, providing a transcript of qualified credits is submitted to the superintendent's office by no later than September 15.
3. A maximum of ten years of teaching experience will be allowed when placing a new teacher on the schedule. Teacher experience, to be counted, must be within the immediate twelve year period prior to appointment. However, in special cases, the Board of Education reserves the right to allow additional experience credit, provided it reflects actual teaching experience. The board will strive to treat all employees, and prospective employees, fairly.
4. In placing teachers new to the district on the experience step of the salary schedule, a fraction of a school year of experience of less than 90 school days in a given year shall not be given any credit. If a teacher has taught 90 or more days consecutively, in a given year in a single school district, then a full year of experience will be granted when placing that teacher on the salary schedule.
5. If a teacher at the Career Step in a given training lane completes additional college credit qualifying for a higher training lane, they will receive the raise for changing to that new lane, PLUS an additional experience year provided that the higher training lane has an additional experience step or steps.

However, if the new lane has an additional experience step, but placement at this step would result in placement on a step with a lower number of years than the teacher's actual experience within the district, then the teacher will receive an amount equal to the raise for changing to the new lane PLUS a fractional step (increment).

#### 6. Advancement on the Salary Schedule

- (a) Pre-approval of credits by the superintendent is required in order to be approved as credit which will be allowed for salary advancement on the salary schedule. The "request for salary credit" form must be filed with the Superintendent and/or his/her designee. Three (3) copies of the form are to be filed: One (1) will be returned for the candidate's records; one (1) will be filed in the central office; and one (1) will be sent to the building principal for filing. If pre-approval is not given, credit may be allowed but not granted until the next contract year.
- (b) Each teacher must initiate his/her own request for consideration for additional salary credit.
- (c) Any teacher planning to move to a new lane on the salary schedule shall notify the superintendent and/or his/her designee on or before May 15<sup>th</sup> of the preceding school year.
- (d) A transcript showing the classes taken and credit earned for advancement on the salary schedule must be submitted to the superintendent and/or his designee by September 15<sup>th</sup> of each school year.

#### 7. Increment Step for Career Increase

An employee shall receive an experience step (Increment step in the dollar amount equal to the step increase on the salary schedule each year after reaching the top of their educational lane. This will be in addition to any dollar increase in the BA base salary.

#### D. Curriculum Writing

When teachers perform Board requested curriculum work outside regular contract time, they shall be paid \$21.25 per hour, with the curriculum leaders being paid \$23.50 per hour.

Amend Section D. to begin June 1, 2006.

### **ARTICLE THREE: EMPLOYMENT TERMS**

- A. All full-time employees under this contract are considered professionals and are expected to fulfill their professional duties without designated, assigned hours.
  - 1. If a staff member chooses to leave the building during the normal working day, the building office will be notified.
  - 2. In terms of bad weather or unusual circumstances, student needs will be addressed first before staff may leave the building.
- B. Part-time employees' working hours will be set by the superintendent or his/her designee.
- C. Extended hours beyond that set out in paragraph (A) are required for the employees involved in activities referred to in the supplementary pay schedule.
- D. A reasonable number of school-wide, building level or department professional meetings and parent conferences may be scheduled outside of normal working hours. Meetings not related to student or parent conferences shall require the superintendent's approval.
- E. Certain employees shall be contracted on an extended basis as shall be agreed to by the employee and the Board.
- F. Holidays. Employees shall receive five (5) paid holidays. These shall be: Labor Day, President's Day, Thanksgiving Day, Christmas Day and Good Friday.

- G. All full-time employees shall have a daily duty-free lunch period of at least 25 minutes on each full school day, except when an employee is assigned to noon supervision on a rotating basis by the building principal or in extraordinary circumstances.
- H. Employees shall receive daily preparation time of forty (40) consecutive minutes to the extent practicable. All employees shall be at their assigned teaching stations at least fifteen (15) minutes prior to classes and within the specified working hours to the extent practicable.
- I. For the pay period of September through May, teachers shall be paid on the twentieth (20<sup>th</sup>) of each month except that they shall be paid on the last work day before the twentieth (20<sup>th</sup>) when the twentieth (20<sup>th</sup>) falls on a weekend or a holiday.

## **ARTICLE FOUR: INSURANCE**

### **A. Health Insurance**

1. The District will pay full single coverage for health, optical and dental insurance and 65% of the total premium of single and dependent coverage for each employee that qualifies for coverage under the plan carried by the school district. The balance of the cost, if any, for the selected coverage will be deducted from the employees salary.
2. For those employees who elect to have their families covered under the family portion of the group health insurance, the full cost of that coverage minus the amount contributed by the School Board as provided for under (1) or (3) will be deducted monthly from employee salary payments.
3. When an employee and their spouse are both employed by the school district, they may receive the total of two single premiums for application against the cost of dependent coverage.
4. Insurance coverage is not automatic. Employees who wish coverage must make application for it.
5. Employees new to the school district will be eligible to have their health insurance coverage begin on September 1 of the initial year of employment.
6. Health insurance coverage shall be comparable to that provided by the district during the 2004-2005 contract year. The District shall work with the Association when changing the health insurance carrier(s). It is agreed by the parties, however, that the selection of the health insurance carrier(s) shall be the exclusive and unilateral prerogative of the District.

### **B. Long-Term Disability Insurance (Income Protection)**

The School Board will pay the full cost of long-term disability insurance coverage for employees. The insurance carrier will be determined by the School Board. Coverage for new employees will begin on September 1 of the initial year of employment. Following permanent long-term disability status, federal COBRA laws will be invoked.

### **C. Term Life Insurance**

The District will provide the full cost of a group term life insurance policy of seventy-five thousand dollars (\$75,000) per employee. The District shall work with the Association when changing its carrier. It is agreed by the parties, however, that the selection of the term life insurance carrier shall be the exclusive and unilateral prerogative of the District.

- D. Employees who reach their sixty-fifth (65<sup>th</sup>) birthday during the school year shall have the benefits of life insurance and long-term disability insurance provided by the group policy selected by the Board for the remainder of the school year.

## **ARTICLE FIVE: LEAVES OF ABSENCE**

### **A. Professional Leave**

Absence, with or without pay to permit certified employees to attend local, district, state and national meetings and conferences, and visitation to view other instructional techniques of programs of a professional nature must have the prior approval of the superintendent or his/her designee.

Upon returning from professional leave, the employee may be required to submit a written or oral report to the building principal and/or fellow attendance center employees.

The decision on granting the leave request shall be with the superintendent or his/her designee.

### **B. Supplemental Leave**

It is recognized that employees have professional leave obligations that include the supervision of students. These also require the prior approval of the superintendent or his/her designee, but will be documented as Supplemental professional leave in consideration of any Professional Leave requests that an employee may wish to make.

### **C. Jury Duty**

Employees in the District shall continue to receive their regular compensation when called for jury duty, provided that they shall remit or turn over to the School district that compensation, except for mileage reimbursement, which they receive from jury duty.

### **D. Bereavement Leave**

Up to five days of bereavement leave per death shall be granted each year in the event of a death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sister, brother, brother-in-law, sister-in-law, grandparent or grandchild. The same bereavement leave could also be granted each year in the event of the death of any other person who could be considered immediate family, someone who is significantly important to the employee, or for attending the funeral of a close friend or relative not a member of the immediate family. The last three designations will be at the discretion of the superintendent or his/her designee. In the event of the death of an employee or student in the school district, the building principal or immediate supervisor of said employee may grant to an appropriate number of employees sufficient time to attend the funeral. This leave is non-accumulative.

### **E. Association Leave**

Up to six (6) days of accumulative leave shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state, and national affiliated organizations with the provision that the local Association shall reimburse the Board for the cost of substitute employees acquired for those days with association leave. This leave shall be reported to the superintendent no less than five (5) days in advance of the first leave day.

### **F. Emergency Leave**

1. Two days of emergency leave may be granted each year with prior approval of the superintendent or his/her designee. A form requesting emergency leave can be secured from an employee's building principal.
2. Additional emergency leave may be allowed for serious illness or disability in the immediate family or for good and sufficient reasons at the discretion of the superintendent or his/her designee.
3. If the immediacy of the emergency is of such nature as to preclude the completion of an advance written request or to obtain prior approval of the superintendent, the employee shall contact his or her immediate supervisor and notify such supervisor of the need to be absent and the employee's

inability to obtain prior approval of the superintendent. The immediate supervisor may give tentative approval for the use of emergency leave, with final approval by the superintendent made after the employee completes the emergency leave form available from the principal.

4. Emergency leave days cannot be carried over into the following year.

#### G. Personal Business Leave

1. Two days of personal business leave may be granted each year with the prior approval of the superintendent or his/her designee. A form requesting Personal Business Leave can be secured from an employee's building principal.

Personal Business Leaves, approved by the district, will have the substitute paid by the district.

Personal Business Leaves NOT approved by the district or with no reason given – the employee will pay for the substitute whether one is hired or not.

2. Approved requests for Personal Business Leave would include, but not necessarily be limited to taking care of business which could not be scheduled outside of regular school hours. Reasons which **will not** be approved would include, but not necessarily be limited to: pleasure trips; shopping trips; extending vacation; accompanying spouse on a business trip; or any other activity that is primarily recreational in nature.
3. In the event that one or both days are not used in any year, those days may be carried into the following year(s) to be accumulated to a maximum of five (5) days. (Three days carried over plus two regular days.)

#### H. Family Illness Leave

1. Up to ten (10) days of accrued sick leave per year may be used for the home care of an ill family member residing in the immediate household of the employee when the employee's absence is necessary for such care.
2. Such leave to be non-accumulative and deducted from the allowance described in (1) Sick Leave or Temporary Disabilities below.
3. In the case of a spouse, parent, child, or grandchild, this leave may be taken no matter where they reside.

#### I. Sick Leave or Temporary Disabilities

1. Employees are granted leaves of absence for temporary disability with full pay in accordance with the following schedule:

1 <sup>st</sup> year of employment .....	10 days
2 <sup>nd</sup> year of employment .....	11 days
3 <sup>rd</sup> year of employment .....	12 days
4 <sup>th</sup> year of employment .....	13 days
5 <sup>th</sup> year of employment .....	14 days
6 <sup>th</sup> year and subsequent years of employment .....	15 days

2. The amounts listed in (1) shall apply only to consecutive years of employment in the Estherville Lincoln Central Community School District and unused portions shall be cumulative to a maximum of 120 days.
3. Sick leave with pay, to the extent provided for in (1) above, shall be allowed by the Board whenever an employee's absence is due to temporary disability which prevents attendance at school and performance of duties on that day or days.

4. Sick leave shall be deducted from the accrued sick leave days earned by the employee.
5. An employee shall notify the superintendent or his/her designee as soon as the necessity for taking sick leave becomes known to the employee.
6. If the superintendent or his/her designee has reasonable grounds to believe that sick leave is being abused by an employee, he/she may require that employee to furnish a medical certificate from a qualified physician as evidence of temporary disability. In addition, under such circumstances, the superintendent or his/her designee may require that an employee be examined by a physician named by the superintendent or his/her designee. Such required examination will be conducted at the District's expense.
7. The superintendent or his/her designee may require an employee returning to duty after a period of sick leave to furnish a physician's statement certifying his/her ability to perform required duties.
8. An employee, while taking sick leave under these provisions, shall keep the superintendent or his/her designee informed of the duration of the disability and the expected date of the return to duty.
9. Following fifteen (15) days of absence relating to the same disability, and every fifteen (15) days thereafter for which sick leave is requested, the employee shall furnish to the superintendent a statement from a qualified physician stating that the employee's condition is such that returning to regular duties is medically inadvisable.
10. If the superintendent has reasonable grounds to believe that because of an employee's apparent physical or mental condition the employee is incapable of performing his or her assigned duties, the superintendent may require that such employee be examined by a physician named by the superintendent for the purpose of evaluating the employee's present condition as it would relate to the performance of school duties. This examination will be paid for by the district and, if necessary, the examination may be conducted during school hours, and the time involved will be considered "on duty."
11. Sick leave pay shall be approved only upon submission of a signed request upon the authorization form available from the superintendent or his/her designee.
12. An employee who is unable to work because of a temporary disability and who has exhausted all accrued sick leave shall be granted a leave of absence without pay for the duration of such temporary disability. Provided, however, that such leave will be terminated by the District on the 30<sup>th</sup> day of June following the close of the academic year in which such leave without pay commences. In its sole discretion, the Board may grant additional periods of sick leave without pay upon written request to the Board. Such requests, however, must be made before the first of June next preceding the start of the academic year for which leave is requested. No loss of benefits or position on the salary schedule shall occur because of such leave without pay. If an employee is on a leave of absence without pay under this provision, the date of returning to pay status may be set by the superintendent or his/her designee to assure efficient administration of the school, to provide the least disruption to the continuity of the educational process, and to minimize any disruption to students then participating in a unity of instruction, giving due consideration to the desires and capabilities of the employee.
13. Employees shall be given a copy of a written accounting of their accumulated sick leave at the end of each school year.
14. Sick Leave Bank
  - (a) Definition
    - (1) There will be established a sick leave bank available for employees who choose to participate by allocating one personal sick leave day to the bank.

- (2) Use of sick leave bank days will commence upon exhaustion of all accumulated sick leave of the eligible employee, and will continue up to an additional ten (10) contract days, provided the illness is prolonged for more than five (5) days beyond the point that personal sick leave has been exhausted. The intervening five (5) days are unpaid days. The bank year will be the contract days of a given year.

(b) Participation

Participation in the bank system will be on a voluntary basis and contributions will be made in the form of one day of sick leave from the current year's allocation. The days contributed to the bank become the property of the bank and are non-returnable to the employee. Enrollment will take place during opening workshop, but in no case later than September 15, and will entitle that person to membership for that school year only. The employee must sign two copies of a Sick Leave Bank Form and forward them to the Central Office. The form will indicate the year of the coverage and authorize the sick leave transfer to the bank. The superintendent and his/her designee will sign the forms and return one (1) copy to the employee.

(c) Unused Days in Bank

Assets of the bank will accumulate. The following year's bank will consist of the days carried over plus all contributed days for the year's participation.

(d) Use of Bank Leave Days

Use of bank leave days will be based on a per person and per day basis, e.g. everyone eligible will draw each day until total bank leave days have been exhausted.

- (e) A retiring employee may voluntarily designate that unused sick leave days accumulated over 100 days be donated to the sick leave bank. These leave days become the property of the sick leave bank and may be used by eligible employees.

J. Unpaid Leaves

1. Unpaid leave may be granted with Board or their designee approval when a suitable replacement is available for the following purposes:
  - (a) Educational improvement leave of up to two (2) years, with appropriate application, at an accredited college or university, reasonably related to professional responsibilities.
  - (b) Family illness for up to one (1) year for the purpose of caring of a sick or injured member of employee's immediate family.
  - (c) Parental leave, for purposes of child care, not to exceed the balance of the school year, beyond the time of medical confinement for childbirth, or for the time taken for adoption.
  - (d) Other temporary leaves for good and sufficient reasons.
2. Upon return from unpaid leave, the employee shall receive training lane advancement for additional credits earned during such leave.
3. When a leave application is rejected, the employee will be given a written notice of reason(s) promptly.
4. An employee granted an unpaid leave of absence under 1. (a) or 1. (b) above must reaffirm his/her intention to return to the District by giving written notification to the superintendent of schools during the January preceding the commencement of the school year in which the employee intends to return.

## **ARTICLE SIX: SUPPLEMENTAL PAY**

- A. Employee participation in extra-curricular activities which extend beyond the regularly scheduled days are listed on Schedule B and shall be compensated according to the rate of pay set forth in this schedule. This schedule shall apply to duties performed from August 10, 2006 through August 9, 2076.

## **ARTICLE SEVEN: TRANSFER PROCEDURES**

### **A. Definitions**

1. The unwilling movement of an employee to a different grade level, subject area, or building is an involuntary transfer.
2. The willing movement of an employee to a different grade level, subject area, or building is a voluntary transfer.

### **B. Notification**

1. Vacancies occurring after May 15 and before September 1: posting on a central office bulletin board and building bulletin boards and written notice to the Association President and/or his/her designee.

### **C. Filing Requests.**

Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the superintendent. Such statement shall include the grade(s) and/or subject(s) to which the employee desires to be assigned and the school or schools to which the employee desires to be transferred, in order of preference. Such requests for transfer and reassignments for the following year shall be submitted not later than May 1, or December 1 for the second semester.

### **D. Qualified Volunteers.**

No position shall be filled by means of involuntary transfer or reassignment if, in the opinion of the Board or their designee, there is an acceptable and qualified volunteer available to fill said position.

The Board shall consider skill, competence, qualifications, and ability when determining what employees shall be subject to transfer.

If a choice must be made between two or more employees of equal qualifications, skill, competence, and ability, the transfer shall be given to the employee with the greater full-time continuous length of service in the Estherville Lincoln Central community School District and its predecessor District.

### **E. Notice.**

Notice of an involuntary transfer or reassignment shall be given in writing to employees as soon as practical and in no case later than May 1, except in cases of emergency.

### **F. Reason for Transfer.**

An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the superintendent at which time the employee shall be given written reason(s) therefore.

- G. It is the intention of the Board that voluntary or involuntary transfer will not be used as a disciplinary procedure.

## **ARTICLE EIGHT: HEALTH AND SAFETY**

Each employee shall file at the beginning of service and at three year intervals thereafter, a written report of a medical examination by a physician which shall include a check for tuberculosis, certifying

that such employee has the fitness to perform the tasks assigned. This medical examination shall be filed in the office of the superintendent on or before October 1.

The school district will reimburse each employee up to one hundred dollars (\$100.00) toward the cost of each required medical examination filed.

The District will furnish such equipment and devices as may be needed by the employee to perform assigned duties in a safe manner. All such items shall be provided without charge to the employee. It is understood that the employees will be responsible for the proper use and care of any devices or equipment.

## **ARTICLE NINE: CLASSROOM TEACHERS AND COACHES EVALUATION PROCEDURES**

### **A. Evaluation Inservice**

1. The district shall provide all employees with adequate training on the Iowa Teaching Standards, criteria, district adopted descriptors and on the district adopted format for Individual Career Development Plans.

### **B. Orientation Procedures**

1. The district shall provide all employees with an orientation to district procedures for Performance Reviews and Individual Career Development Plans by October 1<sup>st</sup>. The building principal, assistant principal or other appropriate supervisor shall explain at a group meeting to the teachers and the coaches the district's procedures and advise those in attendance as to the designated supervisors who will observe and evaluate them. No Performance Review shall take place until such orientation has been completed.

### **C. Individual Career Development Plans**

1. All teachers shall submit an Individual Career Development Plan before the end of the first quarter of the school year following the conclusion of his/her previous plan.
2. The evaluator will meet with the teacher to review, modify, and approve the plan after it is submitted.
3. Modification of the plan can be made after consultation between the evaluator and teacher. The teacher and evaluator shall sign and date the modification.
4. The evaluator and the teacher shall meet annually to review progress in meeting the goal(s) of the plan. At the conclusion of the conference a copy of the Annual Update shall be signed and dated prior to being placed in the teacher's personnel file.

### **D. Performance Review**

1. The first Performance Review of a new teacher or coach shall be conducted with his/her full prior knowledge.
2. After the first full year of employment, a teacher or coach, and career teachers shall have a Performance Review at least once every three years, or more frequently if the administration so desires.

### 3. Classroom Observations

- a. All teachers new to the system shall be observed during the first nine weeks of the school year. Said observation shall be done by the teacher's principal, assistant principal or appropriate supervisor. In addition, a second observation shall be made of all new teachers during their first year.
- b. All coaches new to the system shall be observed during the first half of their coaching season. Said observation shall be done by the coach's principal, assistant principal or appropriate supervisor. In addition, a second observation shall be made of all new coaches during their first coaching season.
- c. Classroom observations shall have a pre-conference, an observation and a post-conference. There will be a minimum of 2 days between each activity. This can be adjusted by agreement between the teacher and evaluator.

### 4. Summative Performance Review

- a. The formal written Performance Review shall be submitted to the teacher or coach a minimum of one day prior to a scheduled conference. The Performance Review shall be reviewed and the signatures of both the evaluator and employee procured before including the document in the permanent records of the teacher. The teacher or coach shall have a right to make a written response to the Performance Review and have that response and the Performance Review both kept in the permanent file. Signing of a formal Performance Review by a teacher does not indicate agreement, but merely receipt of it.
5. Building principal, assistant principal or appropriate supervisor of a teacher or coach assigned to more than one school attendance center shall be designated for evaluation of such teachers and coaches.
  6. Nothing herein contained shall limit the type or number of evaluations or observations.

### E. Performance Reviews shall be fair, accurate and the methods uniformly applied.

1. Failure of the Employer to follow the evaluation methods and procedures as set forth in Article IX D of this agreement shall be subject to the grievance procedure of this agreement.
2. The substance of an evaluation may be challenged in the grievance procedure, if arbitrary or capricious, and if it is used as a basis to alter an employee's status with the employer. Failure to file a grievance prior to its affect upon an employee shall not be deemed as a waiver of rights or acquiescence.

The decision of a neutral or arbitrator concerning the evaluation of a probationary teacher shall not be the basis for reinstatement of that probationary teacher who has been terminated pursuant to Chapter 279.15 and 279.16, The Code, 1985.

## **ARTICLE TEN: PROCEDURES FOR STAFF REDUCTION**

When, in the judgment of the Board of Education, one or more employees are to be laid off because of, but not limited to, a change in size or nature of the student population, a reduction in programs, and/or budgetary limitations the procedures shall be as follows:

- A. The Board shall attempt to accomplish staff reduction by attrition.
- B. In the event necessary reduction in staff cannot be adequately accomplished by attrition, the Board shall consider seniority, skill, competence, qualifications, and ability when determining what employees shall be subject to reduction, with a greater consideration given to seniority than any of the other single criteria. Seniority shall be defined as the staff member's length of continuous service starting with the last day of hire by the District.

C. Allegations of violations of this article shall be subject to the grievance and arbitration procedure, but shall first be discussed between the employee and his/her principal, then between the employee and the superintendent. Should resolution of the problem not be effected, the allegation shall then be submitted for study and advice to a seven person committee composed of three persons appointed by the superintendent, three persons appointed by the Association and a chairperson mutually agreed upon by the other six committee members. That committee shall submit to the board a majority and minority report with its recommendations. The Board will then make the final decision.

D. Any employee laid off pursuant to this section shall have, for two (2) years from the effective date of his/her layoff, recall privileges to employment in any available position for which he/she is qualified, provided that he/she specifically requests in writing that he/she desires to be recalled to the school system. Such request shall be filed with the superintendent within thirty (30) days after notification of said layoff.

Any employee wishing to exercise his/her recall privileges shall keep the school district informed of his/her current address by informing the superintendent of schools, in writing.

The offer of recall shall be sent to the employee by certified mail and shall be accepted or rejected within twenty-one (21) days of receipt. Rejection of a recall or failure to respond to the notice shall constitute a termination of these recall privileges.

E. All benefits to which an employee was entitled at the time of his/her layoff, including unused accumulated sick leave, will be restored to the employee upon his/her return to contracted employment; and the employee shall receive horizontal advancement for appropriate college

F. Credit earned during the layoff and vertical advancement for valid experience gained during the layoff which is pertinent to the employee's professional category.

G. During the recall period, a laid off employee may continue his/her participation in the school's group insurance programs at his/her own expense.

## **ARTICLE ELEVEN: IN-SERVICE TRAINING**

A. Employees shall cooperate with inservice training programs of the school designed to improve instruction, to improve reporting, to improve public relations, to develop improved courses of study, or such other matters as are in the interest of the schools.

B. Employees shall assist in developing educational plans and programs, and/or suggesting improvements in the operation of the school.

C. Interschool committees may be appointed to work toward better coordination between schools, to plan instructional or other programs designed to improve the school system and to make recommendations for textbook replacements.

D. The staff of each curricular area working with the curriculum director will recommend a curriculum coordinator to the curriculum director. That coordinator must be approved by the administrative cabinet. In the event that he/she is not approved, the staff of that curriculum area, continuing to work with the curriculum director, will recommend another curriculum coordinator. That process would continue until a coordinator is selected.

E. The District curriculum coordinators will assist in planning and implementing the district's inservice activities and planning the school calendar as it pertains to in-service activities.

## **ARTICLE TWELVE: GRIEVANCE PROCEDURES**

- A. A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.
- B. General grievance procedures:
1. Every employee of the Association covered by this agreement shall have the right to present grievances in accordance with these procedures.
  2. The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
  3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or the Association shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving, Association representatives or of other employees in the unit.
- C. Processing a grievance:
1. First Step  
  
An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her principal.
  2. Second Step  
  
If the grievance cannot be resolved informally, the aggrieved employee or Association shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested. The filing of the formal written grievance at the second step must be written twenty (20) normal working days (Monday through Friday throughout the calendar year) from the date of the occurrence of the event or the reprimand giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the employee or Association and the superintendent within ten (10) normal working days after receipt of the grievance. If the principal's decision is that the grievance has district-wide implications and the initial written decision by the district should be made at the third Step, the principal will make this determination within three (3) normal working days after receiving the grievance in writing.
  3. Third Step  
  
In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee or Association shall file, within five (5) normal working days of the principal's written decision at the second step, a copy of the grievance with the superintendent. Within ten (10) normal working days after such written grievance is filed, the aggrieved and the superintendent or his/her designee shall meet to resolve the grievance. The superintendent or his/her designee shall file an answer within ten (10) normal working days of the third step grievance meeting and communicate it in writing to the employee or the Association and the principal.
  4. Fourth Step  
  
If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. Such arbitration shall be invoked only with the approval of the employee organization and in case of an employee grievance, only with the approval of the

employee. A request on behalf of the aggrieved may be submitted, in writing, to the superintendent within thirty (30) days from receipt of the Step 3 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) days, the Public Employment Relations Board will be requested to provide a panel of five (5) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. This shall occur within ten (10) days. The remaining name shall be the arbitrator.

Expenses for the arbitrator's services shall be borne equally by the School district and employee or Association. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provision of the agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the school district and the employee or Association and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the agreement.

### **ARTICLE THIRTEEN: SAVINGS**

In the event that any provision of this agreement shall become void or illegal during the term of this agreement, such provision shall become inoperative, but all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

### **ARTICLE FOURTEEN: SPECIAL ASSIGNMENTS**

In the event that an employee desires relief from a special assignment, the Board shall make every legitimate attempt to release the employee from that assignment within limitations of available, qualified and acceptable employees who are willing to fill that position.

### **ARTICLE FIFTEEN: DUES DEDUCTIONS**

#### **A. Authorization**

Any employee who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues.

The form of the assignment shall be as set forth in Schedule d. Except as provided in Paragraph below, such authorization shall be delivered to the Board on or before September 15.

#### **B. Regular Deduction**

Pursuant to a deduction authorization, the Board shall deduct one tenth (1/10) of total dues from the regular salary check of the employee each month for ten (10) months beginning in September and ending in June of each school year.

#### **C. Pro-rated Deduction**

Employees whose date of hire begins after September 15 shall have the total dues pro-rated on the basis of the remaining months of employment through June. Such employees shall deliver their authorization to the board on or before the 15<sup>th</sup> day of the month for which the first deduction is requested.

#### **D. Duration**

Such authorization shall continue in effect from year to year unless revoked in writing by thirty (30) days notice to the Board and to the Association's president of his/her designee.

E. Transmission of Dues

The Board shall transmit to the Association treasurer within ten (10) contract days following each regular pay period the total monthly deduction for professional dues, and a listing of the employees for whom deduction was made and the amount of each employee's deduction.

- F. If the Board deducts an installment of dues when such deduction should not have been so deducted, the Association will reimburse the employee for such deduction. If the Board fails to deduct an installment of dues which such deduction should have been deducted, the Board shall deduct such unpaid dues on a pro rata basis from the remaining wage payments due during that fiscal year.

## **ARTICLE SIXTEEN: SALARY SCHEDULE REOPENER**

It is agreed that if additional state funds become available, by increase in the per pupil allowable growth or similar state educational appropriation, 57.8 percent of the additional funds will be applied to the salary schedule, provided these funds are sufficient to generate an increase of fifty dollars on the BA Base.

## **ARTICLE SEVENTEEN: DURATION**

- A. Publication of the contract. Copies of this agreement shall be printed by the Board within thirty (30) days after the contract is signed, ratified by the employees and officially approved by the Board. A copy of this contract shall be presented to every employee employed during the duration of this contract. The cost for furnishing the above mentioned copies shall be borne equally by the Association and the Board. In the event that either party desires additional copies, that party shall assume the full cost of such copies
- B. Term of Contract. This agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2007, except for supplemental pay salaries which will be for the period from August 10, 2006 to August 9, 2007.

## SIGNATURE PAGE

This agreement is signed this 10<sup>th</sup> day of APRIL, 2006. In witness thereof:

For the Estherville Lincoln Central  
Education Association

Lili R. Jensen  
President

Randy Stine  
Chief Negotiator

For the Board of Education of the  
Estherville Lincoln Central  
Community School District

T. J. Clark  
President

R. J. Magrison  
Chief Negotiator

## SCHEDULE A

### ESTHERVILLE LINCOLN CENTRAL COMMUNITY SCHOOLS

**2006-2007**

Increments are 4.5% of BA Step 1 - \$1026

STEP	BA	BA + 8	BA + 16	BA + 24	MA	MA + 8	MA + 16
14					\$40,242	\$41,268	\$42,294
13			\$37,164	\$38,190	\$39,216	\$40,242	\$41,268
12	\$34,086	\$35,112	\$36,138	\$37,164	\$38,190	\$39,216	\$40,242
11	\$33,060	\$34,086	\$35,112	\$36,138	\$37,164	\$38,190	\$39,216
10	\$32,034	\$33,060	\$34,086	\$35,112	\$36,138	\$37,164	\$38,190
9	\$31,008	\$32,034	\$33,060	\$34,086	\$35,112	\$36,138	\$37,164
8	\$29,982	\$31,008	\$32,034	\$33,060	\$34,086	\$35,112	\$36,138
7	\$28,956	\$29,982	\$31,008	\$32,034	\$33,060	\$34,086	\$35,112
6	\$27,930	\$28,956	\$29,982	\$31,008	\$32,034	\$33,060	\$34,086
5	\$26,904	\$27,930	\$28,956	\$29,982	\$31,008	\$32,034	\$33,060
4	\$25,878	\$26,904	\$27,930	\$28,956	\$29,982	\$31,008	\$32,034
3	\$24,852	\$25,878	\$26,904	\$27,930	\$28,956	\$29,982	\$31,008
2	\$23,826	\$24,852	\$25,878	\$26,904	\$27,930	\$28,956	\$29,982
1	\$22,800	\$23,826	\$24,852	\$25,878	\$26,904	\$27,930	\$28,956

+8, +16, AND +24 DENOTES SEMESTER HOURS

NOTE: Schedule A is based upon 190 days for all returning employees and 191 days for employees new to the district. Any additional days will be based upon 1/190th of the amount shown. If the District receives the second level of funding for the Teacher Compensation Package from the State, then the contract will be extended by one or two days with the additional funds paid in addition to those salaries generated by Schedule A. The additional day(s) of pay will be based on each instructors per diem, excluding extended contract and supplemental duties and will be calculated as described above.

- A. Phase III  
Wages, hours, and personal evaluation contained in the Phase III Plan adopted by the Estherville Lincoln Central Community School District shall be incorporated by reference as part of this contract.
- B. Phase I, II, III  
In the event that Phase I, II, or III funds are not received by the school district, then the school district will not be required to make such payments to its employees.
- C. Nurses with a BAN or BSN are placed in the proper step, BA lane only.
- D. All staff shall receive a raise of at least \$513, unless they are employed on a part-time status, in which case their raise will be calculated based on their FTE percentage of \$513.

**SCHEDULE B**

**ESTHERVILLE LINCOLN CENTRAL COMMUNITY SCHOOLS  
SUPPLEMENTARY PAY SCHEDULE  
2006-2007**

ACTIVITY	YEARS EXPERIENCE					EVERY YEAR ADD \$100
	1 to 3	4 to 6	7 to 9	10 to 12	13 to 15	
<b>FOOTBALL, BASKETBALL, WRESTLING, BASEBALL, SOFTBALL, VOLLEYBALL</b>						
Head Varsity	\$3,200	\$3,500	\$3,800	\$4,100	\$4,400	
Varsity Assistant	\$2,250	\$2,500	\$2,750	\$3,000	\$3,250	
Freshman	\$1,900	\$2,100	\$2,300	\$2,500	\$2,700	
Middle School	\$1,300	\$1,500	\$1,700	\$1,900	\$2,100	
<b>TRACK</b>						
Head Varsity	\$2,900	\$3,200	\$3,500	\$3,800	\$4,100	
Varsity Assistant	\$2,050	\$2,300	\$2,550	\$2,800	\$3,050	
Middle School	\$1,300	\$1,500	\$1,700	\$1,900	\$2,100	
<b>CROSS COUNTRY</b>						
Head Cross Country	\$2,300	\$2,500	\$2,700	\$2,900	\$3,100	
Cross Country Assistant, HS (60%)	\$1,600	\$1,750	\$1,900	\$2,050	\$2,200	
Cross Country Assistant, MS (40%)						
<b>TENNIS, GOLF</b>						
Head Varsity	\$2,100	\$2,300	\$2,500	\$2,700	\$2,900	
<b>OTHER</b>						
Middle School Athletic Director	\$2,200	\$2,500	\$2,800	\$3,100	\$3,400	
Weight Room Supervisor	\$8.00/hr.	\$8.50/hr.	\$9.00/hr.	\$9.50/hr.	\$10.00/hr.	
Girls Basketball Chaperone	\$825	\$875	\$925	\$975	\$1,025	
<b>CHEERLEADER SPONSORS</b>						
High School (FB, WR, BB)	\$500	\$600	\$700	\$800	\$900	
<b>DRILL TEAM DIRECTOR</b>	\$1,300	\$1,500	\$1,700	\$1,900	\$2,100	
<b>MUSIC</b>						
Summer Instrumental	\$2,600	\$2,900	\$3,200	\$3,500	\$3,800	
High School Vocal	\$2,100	\$2,300	\$2,500	\$2,700	\$2,900	
Middle School Vocal	\$450	\$500	\$550	\$600	\$650	
Middle School Instrumental	\$1,000	\$1,200	\$1,400	\$1,600	\$1,800	
High School Instrumental	\$2,100	\$2,300	\$2,500	\$2,700	\$2,900	
Musical Director	\$800	\$900	\$1,000	\$1,100	\$1,200	
<b>DRAMATICS, MOCK TRIAL</b>						
Drama Director	\$2,100	\$2,300	\$2,500	\$2,700	\$2,900	
Contest Speech (Varsity)	\$2,100	\$2,300	\$2,500	\$2,700	\$2,900	
Mock Trial	\$2,100	\$2,300	\$2,500	\$2,700	\$2,900	

ACTIVITY	YEARS EXPERIENCE					YEAR ADD \$100
	1 to 3	4 to 6	7 to 9	10 to 12	13 to 15	
PEPPER (Last year for this 2002-03)	\$850	\$1,000	\$1,150	\$1,300	\$1,450	
YEARBOOK (Last year for this 2002-03)	\$1,700	\$1,900	\$2,100	\$2,300	\$2,500	
ART						
High School	\$1,000	\$1,200	\$1,400	\$1,600	\$1,800	
Middle School, Elementary	\$550	\$600	\$650	\$700	\$750	
MEDIA COORDINATOR (Last year 2002-03)	\$2,500	\$2,800	\$3,100	\$3,400	\$3,700	
FFA-FHA	\$900	\$1,000	\$1,100	\$1,200	\$1,300	
JUNIOR CLASS SPONSOR	\$650	\$700	\$750	\$800	\$850	
BUILDING HEADS	\$1,000	\$1,100	\$1,200	\$1,300	\$1,400	
SCHOOL PHOTOGRAPHER	\$1,000	\$1,100	\$1,200	\$1,300	\$1,400	
QUIZ BOWL						
High School	\$1,700	\$1,900	\$2,100	\$2,300	\$2,500	
Middle School	\$450	\$500	\$550	\$600	\$750	
MATH BEE (8th & 6th)	\$450	\$500	\$550	\$600	\$750	
CITIZENS BEE	\$450	\$500	\$550	\$600	\$750	
M.S. HISTORY CLUB	\$450	\$500	\$550	\$600	\$750	
ACADEMIC DECATHLON	\$700	\$750	\$800	\$850	\$900	
H.S. STUDENT COUNCIL	\$700	\$750	\$800	\$850	\$900	
WELLNESS DIRECTOR (Last year 2002-03)	\$700	\$750	\$800	\$850	\$900	
HEAD CURRICULUM COORDINATOR (2002-03)	\$3,200	\$3,500	\$3,800	\$4,100	\$4,400	
CURRICULUM COORDINATORS	\$900	\$1,000	\$1,100	\$1,200	\$1,300	
SPECIAL OLYMPICS	\$250	\$300	\$350	\$400	\$450	
ATHLETIC BUSINESS MANAGER						
DIRECTOR OF DRIVERS EDUCATION	\$1,000	\$1,100	\$1,200	\$1,300	\$1,400	
TECHNOLOGY COORDINATOR						
DIRECTOR OF GUIDANCE						

## SCHEDULE C

### SICK LEAVE BANK AUTHORIZATION

I hereby request the Estherville Lincoln Central Community School District to deduct one day from my sick leave and authorize said deduction to be placed in a sick leave bank. Said deduction shall begin September 1 of each year.

I understand that my participation in the sick leave bank will entitle me to ten (10) added sick leave days annually in event of a prolonged illness; providing the bank has that many sick days remaining.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
School

\_\_\_\_\_  
Date

**SCHEDULE D**

**(Dues Deduction Authorization form)**

**AUTHORIZATION FOR PAYROLL DEDUCTION FOR CONTINUING PROFESSIONAL DUES**

I hereby authorize and direct the Estherville Lincoln Central Community School District to deduct annually the prevailing dues in ten (10) installments in payment of professional dues to the Estherville Education Association (E.E.A.) Said deductions shall begin September 1 of each year and shall be remitted monthly to the E.E.A. In the event my employment is terminated prior to June 1, I authorize the School District to deduct the unpaid balance of professional dues to the E.E.A. and forward same to the E.E.A.

This authorization for dues deduction is terminable upon thirty (30) days written notice by me to the Estherville Lincoln Central Community School district as required by Section 20.9 of the Iowa Public Employment Relations Act.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
School

\_\_\_\_\_  
Date

\$ \_\_\_\_\_  
Total Dues